

After Recordation Return to:
COMPASS BANK
P. O. Box 10566
Birmingham, AL 35296

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER	MORTGAGOR
CHRISTOPHER B STEWART SUSAN T STEWART	CHRISTOPHER B STEWART AND SPOUSE, SUSAN T STEWART
ADDRESS 107 AUGUSTA WAY HELENA, AL 35080 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 107 AUGUSTA WAY HELENA, AL 35080 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 107 AUGUSTA WAY HELENA, AL 35080	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 11th day of June, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On March 30, 2001, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of Thirty Thousand and no/100 Dollars (\$ 30,000.00), which Note is secured by a mortgage ("Mortgage") dated March 30, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on May 15, 2001 at INSTRUMENT NO. 2001-19522 in the records of the SHELBY COUNTY, ALABAMA of SHELBY County, Alabama. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Mortgage are hereby modified as follows:

1. TERMS OF REPAYMENT.

☒ The maturity date of the Note is extended to June 11, 2037, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly. The parties acknowledge and agree that, as of June 11, 2002, the unpaid principal balance due under the Note was \$ 23,100.00, and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:
EFFECTIVE 06-11-2002, THE MORTGAGE LOAN AMOUNT WAS DECREASED TO \$23,100.00, FROM \$30,000.00.

C. Additional Representations, Warranties and Agreements.

Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Mortgagor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.


CMY/SB

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama :
SEE ATTACHED EXHIBIT "A"

SCHEDULE B

FIRST LIEN MORTGAGE: COUNTRYWIDE IN THE AMOUNT OF \$126,000.00, DATED 09-01-1997.

A handwritten signature in black ink, appearing to be 'CMV/SB', is written over the page number.

MORTGAGOR: CHRISTOPHER B. STEWART

CHRISTOPHER B STEWART

MORTGAGOR:

MORTGAGOR: SUSAN T STEWART

SUSAN T STEWART

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: CHRISTOPHER B STEWART

CHRISTOPHER B STEWART

BORROWER:

BORROWER: SUSAN T STEWART

SUSAN T STEWART

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By:
JEFF LATMAN
LOAN OFFICER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name(s) is/are signed to the foregoing instrument and who is/are known to me,

(Notarial Seal)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name(s) as

of

is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such and with full authority, executed the same voluntarily for and as the act of said

Given under my hand and official seal this day of

(Notarial Seal)

Notary Public

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT SCHEDULE A

20020709000317160 Pg 4/4 65.00
Shelby Cnty Judge of Probate, AL
07/09/2002 14:32:00 FILED/CERTIFIED

Issuing Office File No.: T-55717
AT/dw

1. Effective Date: 03/19/01 at 08:00 AM

2. Policy or Policies to be issued:
(a) ALTA Owners Policy (1992)
Proposed Insured:

Amount

(b) ALTA Loan Policy (1992)
Proposed Insured:

\$30,000.00

Compass Bank, its successors and/or assigns as their interests may appear

3. Title to the fee simple estate or interest in said land is at the Commitment Date hereof vested in:

Christopher B. Stewart and Susan L. Torrillo

4. The land referred to in this Commitment is described as follows:

Lot 20, according to the Final Plat of Augusta Pointe, as recorded in Map Book 13, Page 126, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Date: March 22, 2001

The Title Group, Incorporated

By: M. Aaron Thrasher
(Authorized Signatory)